

## FACILITIES STUDY AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_, by and between «Customer Long Name», a [limited liability company/corporation] organized and existing under the laws of the State of State (“Interconnection Customer,”) and the U.S. Department of Energy, acting by and through the Bonneville Power Administration, (“Transmission Provider”). Interconnection Customer and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.”

### RECITALS

Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer and entered into the Interconnection Queue as Request No. G0xxx; and

Interconnection Customer desires to interconnect the Small Generating Facility with Transmission Provider’s Transmission System; and

*[Drafter's Note: If skipping FES and ISIS, keep this paragraph]*

The parties mutually agreed to forgo an Interconnection Feasibility Study and System Impact Study as permitted by Section 3.2.2 of the Small Generator Interconnection Procedures (SGIP); and

Interconnection Customer has requested Transmission Provider to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility with the Transmission Provider’s Transmission System.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0** When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.
- 2.0** Interconnection Customer elects and Transmission Provider shall cause a facilities study consistent with the standard Small Generator Interconnection Procedures to be performed in accordance with Transmission Provider’s Open Access Transmission Tariff.
- 3.0** The scope of the facilities study shall be subject to data provided in Attachment A to this Agreement.
- 4.0** The facilities study shall specify and provide a non-binding good faith estimate of the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s). The facilities study shall also identify (1) the electrical switching

configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of Transmission Provider's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

- 5.0** Transmission Provider may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.
- 6.0** A deposit of the good faith estimated facilities study costs shall be required from Interconnection Customer prior to the initiation of study work.
- 7.0** In cases where Upgrades are required, Transmission Provider shall use Reasonable Efforts to complete the facilities study within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, Transmission Provider shall use Reasonable Efforts to complete the facilities study within 30 Business Days.
- 8.0** Once the facilities study is completed, a facilities study report shall be prepared and transmitted to Interconnection Customer. Transmission Provider shall use Reasonable Efforts to complete the facilities study and transmit the facilities study report to Interconnection Customer within 30 Business Days of Interconnection Customer's agreement to conduct a facilities study.
- 9.0** Any study fees shall be based on Transmission Provider's actual costs and will be invoiced to Interconnection Customer, along with a summary of professional time.
- 10.0** Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, Transmission Provider shall use Reasonable Efforts to refund such excess within 30 calendar days of the invoice without interest.

**11.0 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by Federal Law. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

**12.0 Amendment**

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

### **13.0 No Third-Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

### **14.0 Waiver**

**14.1** The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

**14.2** Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

### **15.0 Multiple Counterparts**

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

### **16.0 No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

## **17.0 Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

## **18.0 Subcontractors**

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

**18.1** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**18.2** The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

**19.0** Attachment A, Data to be provided by Interconnection Customer with the Facilities Study Agreement, is incorporated into this Agreement.

**20.0** Attachment B, Financial Terms and Conditions Statement, is incorporated into this Agreement.

**21.0** Attachment C, Notices, is incorporated into this Agreement.

**22.0 Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

«CUSTOMER LONG NAME»

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Transmission Account Executive

If opting out of the electronic signature:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
*(Print/Type)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DATA TO BE PROVIDED BY INTERCONNECTION CUSTOMER  
WITH THE FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities.  
For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections: \_\_\_\_\_

Will an alternate source of auxiliary power be available during CT/PT maintenance?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes \_\_\_\_\_ No \_\_\_\_\_  
(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Small Generating Facility?

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What protocol does the control system or PLC use?

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Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

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Line length from interconnection station to Transmission Provider's Transmission System.

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Tower number observed in the field. (Painted on tower leg)\*:

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Number of third party easements required for transmission lines\*:

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\* To be completed in coordination with Transmission Provider.

Is the Small Generating Facility located in Transmission Provider's service area?

Yes \_\_\_\_\_ No \_\_\_\_\_ If No, please provide name of local provider:

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Please provide the following proposed schedule dates:

Begin Construction Date: \_\_\_\_\_

Generator step-up transformers  
receive back feed power Date: \_\_\_\_\_

Generation Testing Date: \_\_\_\_\_

Commercial Operation Date: \_\_\_\_\_

DRAFT



## NOTICES

Any notice or other communication related to this agreement shall be delivered in person, or with proof of receipt by email, First Class mail, or overnight delivery service to the technical or administrative contact set forth below. Notices are effective on the date received.

### «CUSTOMER LONG NAME»

Administrative Contact:                   Contact Name  
Title:    Title  
Phone:                                        (xxx) xxx-xxxx  
E-mail:                                        \_\_\_\_\_

Technical Contact:                        Contact Name  
Title:                                        Title  
Phone:                                        (xxx) xxx-xxxx  
E-mail:                                        \_\_\_\_\_

Billing Address:

### BONNEVILLE POWER ADMINISTRATION

Administrative Contact:                   AE Name  
Title:                                        Senior Transmission Account Executive  
Phone:                                        (360) xxx-xxxx  
E-mail:                                        \_\_\_\_\_

Technical Contact:                        CSE Name  
Title:                                        Customer Service Engineer  
Phone:                                        (xxx) xxx-xxxx  
E-mail:                                        \_\_\_\_\_

SGIP Administrator:                       GI Administrator Name  
Phone:                                        (360) xxx-xxxx  
E-mail:                                        \_\_\_\_\_

Mailing Address:                            U.S. Department of Energy  
  Bonneville Power Administration  
  ATTN: [SGIP Administrator](#)– TPCC/TPP-4  
  905 NE 11<sup>th</sup> Avenue  
  Portland, OR 97232